

United States District Court  
Northern District of California

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

OLEN A. HENRY,

Plaintiff,

v.

SAN JOSE HEALTHCARE SYSTEM, LP  
d/b/a REGIONAL MEDICAL CENTER OF  
SAN JOSE,

Defendant.

Case No. 5:14-cv-02762 HRL

**ORDER CONDITIONALLY  
GRANTING MOTION TO WITHDRAW  
AS PLAINTIFF'S COUNSEL OF  
RECORD**

[Re: Dkt. 27]

Now before the court is Burton Employment Law's motion for permission to withdraw as counsel of record for plaintiff Olen Henry. The papers presented indicate that the motion duly was served on Mr. Henry and defendant. The court has received no opposition to the motion, and the time for submitting any opposition or response has passed. The matter is deemed suitable for determination without oral argument, and the January 27, 2015 hearing is vacated. Civ. L.R. 7-1(b). Having considered the moving papers, the court conditionally grants the motion as follows:

"Counsel may not withdraw from an action until relieved by order of Court after written notice has been given reasonably in advance to the client and to all other parties who have appeared in the case." Civ. L.R. 11-5(a). "In the Northern District of California, the conduct of counsel is governed by the standards of professional conduct required of members of the State Bar of California, including the Rules of Professional Conduct of the State Bar of California." Hill

1 Design Group v. Wang, No. C04-521 JF (RS), 2006 WL 3591206 at \*4 (N.D. Cal., Dec. 11, 2006)  
2 (citing Elan Transdermal Limited v. Cygnus Therapeutic Systems, 809 F. Supp. 1383, 1387 (N.D.  
3 Cal.1992)). Those standards provide that an attorney may seek permission to withdraw if, among  
4 other things, the client's conduct renders it unreasonably difficult for the attorney to represent the  
5 client effectively or if the client breaches an agreement or obligation with respect to the payment  
6 of fees. Id. (citing Cal. Rules of Professional Conduct Rule 3-700(C)(1)(d),(f)).

7       Burton Employment Law says that plaintiff breached an agreement as to the payment of  
8 expenses and has made it unreasonably difficult for the firm to carry out its employment  
9 effectively. As discussed, no one has filed an opposition to the requested withdrawal. And, in  
10 view of the current case schedule, no party will be seriously prejudiced if the motion is granted.  
11 Accordingly, the court grants the motion to withdraw, subject to the condition that papers may  
12 continue to be served on counsel for forwarding purposes, unless and until plaintiff appears by  
13 other counsel or pro se. Civ. L.R. 11-5(b).

14       **SO ORDERED.**

15       Dated: January 21, 2015

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19 HOWARD R. LOYD  
20 UNITED STATES MAGISTRATE JUDGE  
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5:14-cv-02762-HRL Notice has been electronically mailed to:

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